REMARKS

Applicant's representative thanks the Examiner for the courtesies extended during the telephonic conference on April 22, 2008, with Keith Drabek. During the conference, there was discussion regarding overcoming the rejections of the subject claims under 35 U.S.C. §§ 102 and 103, as set forth in the Office Action, dated February 5, 2008. The Examiner indicated that applicant's representative's proposed amendments may overcome the present rejections, but further search would be required.

Claims 1-26 are currently pending in the subject application and are presently under consideration. Claims 1, 4, 6-14, and 16-26 have been amended as shown on pp. 3-9 of the Reply. In addition, the specification has been amended as indicated on p. 2. No new matter has been added.

Favorable reconsideration of the subject patent application is respectfully requested in view of the comments and amendments herein.

I. Rejection of Claims 1-6, 16, 21, and 26 Under 35 U.S.C. § 102(e)

Claims 1-6, 16, 21, and 26 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Slaughter *et al.* (U.S. Patent No. 6,643,650) (hereinafter "Slaughter"). A claim is anticipated only if each and every element of the claim is found, either expressly or inherently, in a reference (MPEP § 2131 *citing Verdegall Bros. v. Union Oil Co. of California*, 814 F.2d 628 (Fed. Cir. 1987)). The identical invention must be shown in as complete detail as is contained in the claim. *Id. citing Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236 (Fed. Cir. 1989). Applicant's representative respectfully traverses the rejection.

This rejection should be withdrawn for at least the following reason: Slaughter does not disclose or suggest each and every element of the subject claims. Independent claim 1, as amended, recites: ***In a networked system, a device that is a computer subsystem, comprising: one or more services executing in the device, each service including a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the service, wherein the one or more behaviors are described by behavior sentences, wherein the unilateral contract specifies an order of messages that flow in or out of services, wherein the unilateral contract is accepted when an external service promises to perform the unilateral contract according to the order of messages specified in the***

unilateral contract or when the external service performs the unilateral contract according to the order of messages specified in the unilateral contract, and wherein acceptance of the unilateral contract creates an instance of communication between services. Applicant's representative respectfully submits that Slaughter fails to disclose or suggest such distinctive features of the claimed subject matter.

Slaughter is directed to a system and method for searching for documents within spaces within a distributed computing environment. (*See* Slaughter, col. 7, lines 63-65). The distributed computing environment may rely on "spaces" or object repositories to provide a rendezvous mechanism or catalyst for the interaction between clients and services. (*See* Slaughter, col. 7, lines 63-67). A space is a service that manages a repository of XML documents. (*See* Slaughter, col. 17, lines 58-59). The foundation for the distributed computing environment is a simple message passing layer implemented on top of reliable connection and/or unreliable data grams. (*See* Slaughter, col. 15, lines 48-50). Services advertise their capability to clients wishing to use each service. (*See* Slaughter, col. 17, lines 40-41).

Each advertisement specifies a service's XML schema and URI address so that a client may look up the advertisement – the client can then use the advertisement to instantiate a gate. (*See* Slaughter, col. 18, lines 6-10). The gate allows the client to run the service by sending and receiving XML messages to and from the service. (*See* Slaughter, col. 18, lines 10-12). Although Slaughter discloses that clients and services may be URI-addressable instances of software that run on devices (*see* Slaughter, col. 17, lines 55-57), Slaughter is silent regarding ***one or more services*** executed in a device ***including a port identifiable by an identifier*** that ***includes a unilateral contract for describing one or more behaviors of the service, wherein the one or more behaviors are described by behavior sentences, wherein the unilateral contract specifies an order of messages that flow in or out of services, wherein the unilateral contract is accepted when an external service promises to perform the unilateral contract according to the order of messages specified in the unilateral contract or when the external service performs the unilateral contract according to the order of messages specified in the unilateral contract, and wherein acceptance of the unilateral contract creates an instance of communication between services***. Unlike acceptance of a unilateral contract, which specifies an order of messages that flow in or out of services, done by an external service to create an instance of communication between the external service and one or more services executed in a device,

Slaughter merely discloses clients running services by sending and receiving XML messages to and from the services. (*See* Slaughter, col. 18, lines 10-12).

Independent claim 6, as amended, recites: ***In a networked computer system, a terminal service comprising: a display service with a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the display service, wherein the one or more behaviors associated with a service are described by behavior sentences, wherein the unilateral contract is accepted when an other service promises to perform the unilateral contract in accordance with the one or more behaviors or when the other service performs the unilateral contract in accordance with the one or more behaviors, and wherein acceptance of the unilateral contract creates an instance of communication between the display service and another service.*** Applicant's representative respectfully submits that Slaughter fails to disclose or suggest such distinctive features of the claimed subject matter.

Although Slaughter discloses several methods in which results from a service run by a client may be displayed in a distributed computing environment (*see* Slaughter, col. 79, lines 12-14), and further discloses a method involving building a gate that allows a service to send messages to a client's display service (*see* Slaughter, col. 79, lines 38-41) , Slaughter is silent regarding ***a display service with a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the display service, wherein the one or more behaviors associated with a service are described by behavior sentences, wherein the unilateral contract is accepted when an other service promises to perform the unilateral contract in accordance with the one or more behaviors or when the other service performs the unilateral contract in accordance with the one or more behaviors, and wherein acceptance of the unilateral contract creates an instance of communication between the display service and another service***. Unlike communication between a display service and another service created by acceptance of a unilateral contract that describes behaviors defined by behavior sentences, Slaughter merely discloses sending messages to a client's display service.

Independent claim 16, as amended, recites: ***A computer-implemented method for processing input/output events by devices as services, the method comprising: requesting a service representing a device for an input/output event, the service including a port***

identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the service, the unilateral contract expressed in a language specifying an order of messages that flow in or out of services; receiving a customizable, tag-based message that contains the input/output event; and requesting the service to remove the input/output event. Applicant's representative respectfully submits that Slaughter fails to disclose or suggest such distinctive features of the claimed subject matter.

As described above, a gate allows the client to run a service by sending and receiving XML messages to and from the service. (*See* Slaughter, col. 18, lines 10-12). Although Slaughter discloses message (or event) gates that support message passing for events (*see* Slaughter, col. 31, lines 61-62), Slaughter is silent regarding a method for ***processing input/output events by devices as services*** and ***requesting a service representing a device for an input/output event, the service including a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the service***. Further, Slaughter is silent regarding ***the unilateral contract expressed in a language specifying an order of messages that flow in or out of services***.

Independent claim 21, as amended, recites: ***A computer-readable medium having computer-executable instructions for implementing a computer-implemented method for processing input/output events by devices as services, the method comprising: requesting a service representing a device for an input/output event, the service including a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the service, wherein the one or more behaviors are described by behavior sentences, wherein the unilateral contract specifies an order of messages that flow in or out of services, wherein the unilateral contract is accepted when an external service promises to perform the unilateral contract according to the order of messages specified in the unilateral contract or when the external service performs the unilateral contract according to the order of messages specified in the unilateral contract, and wherein acceptance of the unilateral contract creates an instance of communication between services***. Although Slaughter discloses a method for allowing a client to run a service by sending and receiving XML messages to and from the service (*see* Slaughter, col. 18, lines 10-12), Slaughter fails to disclose or suggest such distinctive features of the claimed subject matter.

Independent claim 26, as amended, recites: ***In a networked system, a device that is a***

computer subsystem, comprising: one or more services executing in the device, each service including a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the service, wherein the port associated with the service comprises behavioral types, and wherein the device communicates with another device of the networked system based on compatibility of behavioral types, the device being capable of coupling to the networked system to exchange customizable, tag-based messages. Applicant's representative respectfully submits that Slaughter fails to disclose or suggest such distinctive features of the claimed subject matter.

As stated above, although Slaughter discloses that clients and services may be URI-addressable instances of software that run on devices (*see* Slaughter, col. 17, lines 55-57), Slaughter is silent regarding ***one or more services*** executed in a device ***including a port identifiable by an identifier that includes a uniform resource identifier and a unilateral contract for describing one or more behaviors of the service***. Further, Slaughter is silent regarding the device communicating with ***another device of the networked system based on compatibility of behavioral types, the device being capable of coupling to the networked system to exchange customizable, tag-based messages***.

In view of at least the foregoing, it is readily apparent that Slaughter does not disclose or suggest each and every element of the claimed subject matter as recited in independent claims 1, 6, 16, 21, and 26 (and the associated dependent claims). Accordingly, it is believed that the subject claims are in condition for allowance, and the rejection should be withdrawn.

II. Rejection of Claims 7-15, 17-20, and 22-25 Under 35 U.S.C. § 103(a)

Claims 7-15, 17-20, and 22-25 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Slaughter in view of Hutsch *et al.* (U.S. Patent No. 7,269,664) (hereinafter "Hutsch"). This rejection should be withdrawn for at least the following reason: Slaughter and Hutsch, alone or in combination, do not disclose or teach each and every element of the subject claims. In particular, Hutsch does not make up for the aforementioned deficiencies of Slaughter with respect to independent claims 6, 16, and 21. Rather, Hutsch relates to a network portal system that gives users access, from whatever device is available at the time, to a complete complement of applications, services, and data. (*See* Hutsch, col. 7, lines 41-43). Claims 7-15 properly depend from claim 6, and are patentable over the cited art for at least the same reasons

as is claim 6. Claims 17-20 properly depend from claim 16, and are patentable over the cited art for at least the same reasons as is claim 16. Claims 22-25 properly depend from claim 21, and are patentable over the cited art for at least the same reasons as is claim 21. Accordingly, withdrawal of this rejection is respectfully requested.

CONCLUSION

The present application is believed to be in condition for allowance in view of the above comments and amendments. A prompt action to such end is earnestly solicited.

In the event any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063 [MSFTP2299US].

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicant's undersigned representative at the telephone number below.

Respectfully submitted,

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